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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA (WESTERN DIVISION)**

NA'IM MUSTAFA, an individual, doing
business as THE NONO BRACKET, and
THE NONO BRACKET COMPANY,
LLC, a limited liability company of
California,

Plaintiffs,

vs.

CHRISTOPHER MORRIS, an individual,
and DOES 1-10, Inclusive,

Defendant.

CHRISTOPHER MORRIS, an individual,
Counterclaimant,

vs.

NA'IM MUSTAFA, an individual, doing
business as THE NONO BRACKET, and
THE NONO BRACKET COMPANY,
LLC, a limited liability company of
California,

Counterclaim Defendants.

Case No.:
2:18-cv-7495-GW (ASx)

PROTECTIVE ORDER

[DISCOVERY MATTER]

Before Hon. Alka Sagar

1 NA'IM MUSTAFA, an individual, and NONO BRACKET COMPANY,
2 LLC, a limited liability company of California (hereafter jointly "Plaintiffs") and
3 CHRISTOPHER MORRIS, an individual (hereafter Defendant and
4 Counterclaimant jointly "Defendant") (Plaintiffs and Defendant hereafter
5 collectively "Parties") through their respective attorneys of record hereby stipulate
6 and agree as follows:

7 1. GOOD CAUSE STATEMENT

8 Good cause exists to enter into this Stipulated Protective Agreement because
9 disclosure in this action during or in conjunction with pre-motion meet and confer
10 discussions, settlement negotiations and discussions, initial disclosures, fact and
11 expert discovery are likely to involve production of confidential and proprietary
12 information of the Parties, including, without limitation, highly sensitive financial
13 or business information or proprietary information that has not been disseminated
14 to the public at large, which is not readily discoverable by competitors and has
15 been the subject of reasonable efforts by the respective parties to maintain its
16 secrecy, and for which special protection from public disclosure and from use for
17 any purpose other than prosecuting this litigation would be warranted.

18 Specifically, Plaintiffs have filed a Complaint for declaratory relief for
19 noninfringement of United States Patent 9,986,865, declaratory relief for invalidity
20 and unenforceability of United States Patent 9,986,865, false description, and
21 California unfair competition, intentional interference with contract and intentional
22 interference with prospective economic advantage. Furthermore, Defendant has
23 filed a counterclaim alleging infringement of the 865' Patent and seeking to
24 recover alleged damages by virtue of the sale of products sold by Plaintiffs which
25 Defendant alleges infringe claims of the 865' Patent.

26 The parties acknowledge that this Order does not confer blanket protections
27 on all disclosures or responses to discovery and that the protection it affords from
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1 public disclosure and use extends only to the limited information or items that are
2 entitled to confidential treatment under the applicable legal principles. The parties
3 further acknowledge, as set forth in Section 12.3, below, that this Stipulated
4 Protective Order does not entitle them to file confidential information under seal;
5 Civil Local Rule 79-5 sets forth the procedures that must be followed and the
6 standards that will be applied when a party seeks permission from the Court to file
7 material under seal. Accordingly, the parties hereby stipulate to, and petition the
8 Court to enter an order concerning confidentiality under the terms set forth by the
9 parties in this Stipulation. This Stipulation is referred to herein as the “Stipulation”
10 or “Agreement.”

11 2. DEFINITIONS

12 2.1. Party: any party to this action, including all of its officers, directors,
13 employees, consultants, retained experts, and outside counsel (and their support
14 staff).

15 2.2. Disclosure or Discovery Material: all items or information, regardless
16 of the medium or manner generated, stored, or maintained (including, among other
17 things, testimony, transcripts, or tangible things) that are produced or generated in
18 disclosures, discussions, negotiations or responses to discovery in this matter.

19 2.3. Trade Secret: information, including a formula, pattern, compilation,
20 program, device, method, technique, or process that: (i) derives independent
21 economic value, actual or potential, from not being generally known to the public
22 or to other persons who can obtain economic value from its disclosure or use; and
23 (ii) is the subject of efforts that are reasonable under the circumstances to maintain
24 its secrecy, as set forth in California Civil Code §3426.

25 2.4. “Confidential” Information or Items: information (regardless of how
26 generated, stored or maintained) or tangible things that qualify for protection under
27 standards developed under Fed. R. Civ. P. 26(c) which shall only be disclosed to
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1 the parties to this litigation and their respective house and outside counsels, as set
2 forth in section 7.2 below.

3 2.5. “Confidential Outside Counsel Only” Information or Items (hereafter
4 “COCO”): information (regardless of how generated, stored or maintained) or
5 tangible things that are extremely sensitive and whose disclosure to any person
6 other than the parties’ respective outside counsel, as set forth in section 7.3 below,
7 would create a substantial risk of serious injury that could not be avoided by less
8 restrictive means.

9 2.6. Receiving Party: a Party that receives Disclosure or Discovery
10 Material from a Producing Party.

11 2.7. Producing Party: a Party or non-party that produces Disclosure or
12 Discovery Material in this action.

13 2.8. Designating Party: a Party or non-party that designates information or
14 items that it produces in disclosures or in responses to discovery as “Confidential”
15 or “Confidential Outside Counsel Only.”

16 2.9. Protected Material: any Disclosure or Discovery Material that is
17 designated as “Confidential” or as “Confidential Outside Counsel Only.”

18 2.10. Outside Counsel: attorneys who are not employees of a Party but who
19 are retained to represent or advise a Party in this action.

20 2.11. In-house Counsel: attorneys who are employees of a Party and who
21 regularly provide legal advice as part of their job duties.

22 2.12. Counsel (without qualifier): Outside Counsel and In-house Counsel
23 (as well as their support staffs).

24 2.13. Expert: a person with specialized knowledge or experience in a matter
25 pertinent to the litigation who has been retained by a Party or its counsel to serve
26 as an expert witness or as a consultant in this action and who is not a past or a
27 current employee of a Party. This definition includes a professional jury or trial
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1 consultant retained in connection with this litigation. Such experts shall sign and
2 date the Declaration attached to this Stipulated Agreement as Exhibit “A”.

3 2.14. Professional Vendors: persons or entities that provide litigation
4 support services (e.g., photocopying; videotaping; translating; preparing exhibits or
5 demonstrations; organizing, storing, retrieving data in any form or medium; etc.)
6 and their employees and subcontractors.

7 2.15. Non-Party: any natural person, partnership, corporation, association,
8 or other legal entity not named as a Party to this action.

9 3. SCOPE OF PROTECTION

10 The protections conferred by this Stipulated Agreement cover not only
11 Protected Material (as defined above), but also any information copied or extracted
12 there from, as well as all copies, excerpts, summaries, or compilations thereof, plus
13 testimony, conversations, or presentations by parties or counsel to or in court or in
14 other settings that might reveal Protected Material.

15 Any use of Protected Material at trial shall be governed by the orders of the
16 trial judge. This Order does not govern the use of Protected Material at trial.

17 4. DURATION

18 Even after final disposition of this litigation, the confidentiality obligations
19 imposed by this Stipulated Agreement shall remain in effect until a Designating
20 Party agrees otherwise in writing or a court order otherwise directs. Final
21 disposition shall be deemed to be the later of (1) dismissal of all claims and
22 defenses in this Action, with or without prejudice; and (2) final judgment herein
23 after the completion and exhaustion of all appeals, rehearings, remands, trials, or
24 reviews of this Action, including the time limits for filing any motions or
25 applications for extension of time pursuant to applicable law. Nothing contained
26 herein, however, is intended to limit or prevent parties from introducing evidence
27 at trial to prove its case.
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1 5. DESIGNATION OF PROTECTED MATERIAL

2 5.1. Exercise of Restraint and Care in Designating Material for Protection.

3 Each Party or Non-Party that designates information or items for protection
4 under this Order must take care to limit any such designation to specific material
5 that qualifies under the appropriate standards. The Designating Party must
6 designate for protection only those parts of the material, documents, items, or oral
7 or written communications that qualify so that other portions of the material,
8 documents, items, or communications for which protection is not warranted are not
9 swept unjustifiably within the ambit of this Order.

10 Mass, indiscriminate, or routinized designations are prohibited.
11 Designations that are shown to be clearly unjustified or that have been made for an
12 improper purpose (e.g., to unnecessarily encumber the case development process
13 or to impose unnecessary expenses and burdens on other parties) may expose the
14 Designating Party to sanctions.

15 If it comes to a Designating Party's attention that information or items that it
16 designated for protection do not qualify for protection, that Designating Party must
17 promptly notify all other Parties that it is withdrawing the inapplicable designation.

18 5.2. Manner and Timing of Designations. Except as otherwise provided in
19 this Stipulation (*see, e.g.,* second paragraph of section 5.21(a), below), or as
20 otherwise stipulated or ordered, material that qualifies for protection under this
21 Stipulation must be clearly so designated before the material is disclosed or
22 produced.

23 Designation, whether by a Party or a Non-Party, in conformity with this
24 Stipulation requires:

25 (a) for information in documentary form (apart from transcripts of
26 depositions or other pretrial or trial proceedings), that the Producing Party affix the
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1 legend “CONFIDENTIAL” or “CONFIDENTIAL OUTSIDE COUNSEL ONLY”
2 conspicuously on each page that contains protected material.

3 A Party or Non-Party that makes original documents or materials available
4 for inspection need not designate them for protection until after the inspecting
5 Party has indicated which material it would like copied and produced. During the
6 inspection and before the designation, all of the material made available for
7 inspection shall be deemed “CONFIDENTIAL OUTSIDE COUNSEL ONLY.”
8 After the inspecting Party has identified the documents it wants copied and
9 produced, the Producing Party must determine which documents, or portions
10 thereof, qualify for protection under this Order, then, before producing the
11 specified documents, the Producing Party must affix the appropriate legend
12 (“CONFIDENTIAL” or “CONFIDENTIAL OUTSIDE COUNSEL ONLY”)
13 conspicuously on each page that contains Protected Material.

14 (b) for testimony given in deposition or in other proceedings, that
15 the Party or Non-party offering or sponsoring the testimony identify on the record,
16 before the close of the deposition, hearing, or other proceeding, all protected
17 testimony, and further specify any portions of the testimony that qualify as
18 “CONFIDENTIAL OUTSIDE COUNSEL ONLY.”; however, any Party shall
19 have until twenty-one (21) days after receipt of the deposition transcript within
20 which to designate, in writing, to the other Party(ies) to the action those portions of
21 the transcript designated “CONFIDENTIAL” or “CONFIDENTIAL OUTSIDE
22 COUNSEL ONLY,” and the right to make such designation shall be waived unless
23 made within the twenty-one (21) day period. During such twenty-one (21) day
24 period, the entirety of the transcript shall be deemed designated “CONFIDENTIAL
25 OUTSIDE COUNSEL ONLY” to preserve the right of any party to make a
26 designation of “CONFIDENTIAL” or “CONFIDENTIAL OUTSIDE COUNSEL
27 ONLY”. Only those portions of the testimony that are appropriately designated for
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1 protection within the twenty-one (21) day period shall be covered by the provisions
2 of this Order.

3 Transcript pages containing Protected Material shall be separately bound by
4 the court reporter, who shall affix conspicuously on each such page the legend
5 “CONFIDENTIAL” or “CONFIDENTIAL OUTSIDE COUNSEL ONLY,” as
6 instructed by the Party or Non-Party offering or sponsoring the witness or
7 presenting the testimony.

8 (c) for information produced in some form other than documentary,
9 and for any other tangible items, that the Producing Party affix in a prominent
10 place on the exterior of the container or containers in which the information or
11 item is stored the legend “CONFIDENTIAL” or “CONFIDENTIAL OUTSIDE
12 COUNSEL ONLY.” If only portions of the information or item warrant
13 protection, the Producing Party, to the extent practicable, shall identify the
14 protected portions, specifying whether they qualify as “CONFIDENTIAL” or as
15 “CONFIDENTIAL OUTSIDE COUNSEL ONLY.”

16 (d) Inadvertent Failures to Designate. If timely corrected, an
17 inadvertent failure to designate qualified information or items as
18 “CONFIDENTIAL” or “CONFIDENTIAL OUTSIDE COUNSEL ONLY” does
19 not, standing alone, waive the Designating Party’s right to secure protection under
20 this Order for such material. If material is appropriately designated as
21 “CONFIDENTIAL” or “CONFIDENTIAL OUTSIDE COUNSEL ONLY” after
22 the material was initially produced, the Receiving Party, on timely notification of
23 the designation, must make reasonable efforts to assure that the material is treated
24 in accordance with the provisions of this Order, subject to the provisions below.

25 6. CHALLENGING OF THE CONFIDENTIALITY DESIGNATION

26 6.1. Timing of Challenges. Any Party or Non-Party may challenge a
27 designation of confidentiality at any time that is consistent with the Court’s
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1 Scheduling Order. A Party or Non-Party does not waive its right to challenge a
2 confidentiality designation by electing not to mount a challenge promptly after the
3 original designation is disclosed.

4 6.2. Meet and Confer. The Challenging Party shall initiate the dispute
5 resolution process (and, if necessary, file a discovery motion) under Local Rule
6 37.1 et seq.

7 6.3 The burden of persuasion in any such challenge proceeding shall be
8 on the Designating Party. Frivolous challenges, and those made for an improper
9 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
10 parties) may expose the Challenging Party to sanctions. Unless the Designating
11 Party has waived or withdrawn the confidentiality designation, all parties shall
12 continue to afford the material in question the level of protection to which it is
13 entitled under the Producing Party's designation until the Court rules on the
14 challenge.

15 7. ACCESS TO AND USE OF PROTECTED MATERIALS

16 7.1. Basic Principles. A Receiving Party may use Protected Material that
17 is disclosed or produced by another Party or by a Non-Party in connection with this
18 case only for prosecuting, defending, or attempting to settle this litigation. Such
19 Protected Material may be disclosed only to the categories of persons and under
20 the conditions described in this Stipulation. Following final resolution of the
21 litigation, a Receiving Party shall comply with the provisions of Section 11, below.
22 Protected Material shall be stored and maintained by a Receiving Party at a
23 location and in a secure manner that reasonably ensures that access is limited to the
24 persons authorized under this Stipulation.

25 7.2. Disclosure of "CONFIDENTIAL" Information or Items. Unless
26 otherwise ordered by the Court or permitted in writing by the Designating Party, a
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1 Receiving Party may disclose any information or item designated
2 CONFIDENTIAL only to:

3 (a) the Receiving Party's Outside Counsel of record in this action,
4 as well as employees of said Outside Counsel to whom it is reasonably necessary
5 to disclose the information for this litigation;

6 (b) the officers, directors, and employees (including In-house
7 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for
8 this litigation;

9 (c) experts (as defined in this Stipulation) of the Receiving Party to
10 whom disclosure is reasonably necessary for this litigation and who have signed
11 off on Exhibit A attached to this Stipulation;

12 (d) the Court and its personnel;

13 (e) court reporters, their staffs, and professional vendors to whom
14 disclosure is reasonably necessary for this litigation;

15 (f) during their depositions, witnesses in the action to whom
16 disclosure is reasonably necessary. Pages of transcribed deposition testimony or
17 exhibits to depositions that reveal Protected Material shall be separately bound by
18 the court reporter and may not be disclosed to anyone except as permitted under
19 this Stipulation; and

20 (g) the author and named recipients of the document, persons who
21 have previously had access to the documents or Confidential Information other
22 than through discovery or disclosures in the litigation, and the original source of
23 the information.

24 7.3. Disclosure of "CONFIDENTIAL OUTSIDE COUNSEL ONLY"
25 Information or Items. Unless otherwise ordered by the Court or permitted in
26 writing by the Designating Party, a Receiving Party may disclose any information
27 or item designated "CONFIDENTIAL OUTSIDE COUNSEL ONLY" only to:
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1 (a) the Receiving Party's Outside Counsel of record in this action,
2 as well as employees of said Outside Counsel to whom it is reasonably necessary
3 to disclose the information for this litigation;

4 (b) Experts (as defined in this Stipulation) to whom disclosure is
5 reasonably necessary for this litigation and who have signed off on Exhibit A,

6 (c) the Court and its personnel;

7 (d) court reporters, their staffs, and professional vendors to whom
8 disclosure is reasonably necessary for this litigation; and

9 (e) the author of the document or the original source of the
10 information.

11 8. IF PROTECTED MATERIAL IS ORDERED PRODUCED IN ANOTHER
12 LITIGATION OR IS SUBJECT OF A SUBPOENA

13 If a Receiving Party is served with a subpoena or an order is issued in other
14 litigation or Court proceeding that requires disclosure of any information or items
15 designated in this action as "CONFIDENTIAL" or "CONFIDENTIAL OUTSIDE
16 COUNSEL ONLY," the Receiving Party shall:

17 (a) promptly notify in writing the Designating Party. Such
18 notification shall include a copy of the subpoena or court order;

19 (b) promptly notify in writing the party who caused the subpoena
20 or order to be issued in the other litigation that some or all of the material covered
21 by the subpoena or order is subject to this Protective Order. Such notification shall
22 include a copy of this Stipulated Protective Order; and

23 (c) cooperate with respect to all reasonable procedures sought to be
24 pursued by the Designating Party who's Protected Material may be affected.

25 If the Designating Party timely seeks a protective order, the Party served
26 with the subpoena or court order shall not produce any Protected Material before a
27 determination by the Court from which the subpoena or order issued, unless the
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1 Party has obtained the Designating Party's permission. The Designating Party
2 shall bear the burden and expense of seeking protection in that Court of its
3 confidential material and nothing in these provisions should be construed as
4 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
5 directive from another court.

6 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
7 PRODUCED IN THIS LITIGATION

8 (1) The terms of this Order are applicable to Protected Material produced
9 by a Non-Party in this Action. Such information produced by Non-Parties in
10 connection with this litigation is protected by the remedies and relief provided by
11 this Order. Nothing in these provisions should be construed as prohibiting a Non-
12 Party from seeking additional protections.

13 (2) In the event that a Party is required, by a valid discovery request, to
14 produce a Non-Party's Protected Material in its possession, and the Party is subject
15 to an agreement with the Non-Party not to produce the Non-Party's confidential
16 information, then the Party shall:

17 (a) promptly notify, in writing, the Requesting Party and the Non-
18 Party that some or all of the information requested is subject to a confidentiality
19 agreement with a Non-Party;

20 (b) promptly provide the Non-Party with a copy of the Stipulated
21 Protective Order in this Action, the relevant discovery request(s), and a reasonably
22 specific description of the information requested; and

23 (c) make the information requested available for inspection by the
24 Non-Party, if requested.

25 (3) If the Non-Party fails to seek a protective order from this Court within
26 twenty-one (21) days of receiving the notice and accompanying information, the
27 Receiving Party may produce the Non-Party's confidential information responsive
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1 to the discovery request. If the Non-Party timely seeks a protective order, the
2 Receiving Party shall not produce any information in its possession or control that
3 is subject to the confidentiality agreement with the Non-Party before a
4 determination by the Court. Absent a court order to the contrary, the Non-Party
5 shall bear the burden and expense of seeking protection in this Court of its
6 Protected Material.

7 10. INADVERTENT OR UNAUTHORIZED DISCLOSURE OF PROTECTED
8 MATERIAL

9 10.1. Inadvertent Disclosure: Consistent with Federal Rule of Evidence
10 502, the inadvertent production of any information claimed to be subject to the
11 attorney-client privilege, the work-product doctrine, or any other privilege is not a
12 waiver of that privilege or protection, either as to the specific information disclosed
13 or as to any other related information, so long as the holder of the privilege took
14 reasonable steps to prevent disclosure and took reasonable steps to rectify the error.
15 Upon reasonably prompt written request of the Person that produced such
16 information, the receiver of such information must promptly return the information
17 and any copies it has within five business days of receipt of the request; must not
18 use or disclose the information until the claim is resolved; must take reasonable
19 steps to retrieve the information if the Party disclosed it before being notified; and
20 may promptly present the information to the court under seal for a determination of
21 the claim.

22 10.2 Unauthorized Disclosure. If a Receiving Party learns that, by
23 inadvertence or otherwise, it has disclosed Protected Material to any person or in
24 any circumstance not authorized under this Stipulated Protective Order, the
25 Receiving Party must immediately (a) notify in writing the Designating Party of
26 the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized
27 copies of the Protected Material, (c) inform the person or persons to whom
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1 unauthorized disclosures were made of all the terms of this Order, and (d) request
2 such person or persons to execute the “Acknowledgment and Agreement to Be
3 Bound” that is attached hereto as Exhibit A.

4 11. FINAL DISPOSITION OF PROTECTED MATERIAL AFTER THE
5 CONCLUSION OF THE PRESENT MATTER

6 Unless otherwise ordered or agreed in writing by the Producing Party, within
7 sixty (60) days after the final disposition of this Action, as defined in Paragraph 4,
8 or ten (10) business days of receiving a written request from the Producing Party
9 after the final disposition of this Action, whichever is later, each Receiving Party
10 shall return all Protected Material to the Producing Party, or alternatively, destroy
11 it. As used in this subdivision, “all Protected Material” includes all copies,
12 abstracts, compilations, summaries or any other form of reproducing or capturing
13 any of the Protected Material. With permission in writing from the Designating
14 Party, the Receiving Party may destroy some or all of the Protected Material
15 instead of returning it. Whether the Protected Material is returned or destroyed, the
16 Receiving Party must submit a written certification to the Producing Party (and, if
17 not the same person or entity, to the Designating Party) by the sixty day deadline
18 that identifies (by category, where appropriate) all the Protected Material that was
19 returned or destroyed and that affirms that the Receiving Party has not retained any
20 copies, abstracts, compilations, summaries or other forms of reproducing or
21 capturing any of the Protected Material. Notwithstanding this provision, Counsel
22 are entitled to retain an archival copy of all pleadings, motion papers, transcripts,
23 legal memoranda, correspondence or attorney work product, even if such materials
24 contain Protected Material. Any such archival copies that contain or constitute
25 Protected Material remain subject to this Stipulation as set forth in Section 4,
26 above.
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12. MISCELLANEOUS

12.1. Right to Further Relief. Nothing in this Stipulation abridges the right of any person to seek its modification by the Court in the future.

12.2. Right to Assert Other Objections. By stipulating to the entry of this Stipulation no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in this Stipulation. Similarly, no Party waives any right to object on any ground to use in evidence of any of the material covered by this Stipulation.

12.3 Filing Protected Material. A Party that seeks to file under seal any Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court order authorizing the sealing of the specific Protected Material at issue. If a Party's request to file Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

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1 Any willful violation of this Order may be punished by civil or criminal
2 contempt proceedings, financial or evidentiary sanctions, reference to disciplinary
3 authorities, or other appropriate action at the discretion of the Court.

4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
5

6 DATED: September 3, 2019

Respectfully submitted,
ROZSA LAW GROUP LC

9 By /s/ Thomas I. Rozsa
10 Thomas I. Rozsa
11 Zsofia Nemeth
12 Attorneys for Plaintiff
13 Na'im Mustafa, The Nono Bracket
Company, LLC

14 Dated: September 3, 2019

OMNI LEGAL GROUP

16 By: /s/ Omid E. Kalifeh
17 Omid E. Kalifeh
18 Ariana Santoro
19 Lara A. Petersen
20 Attorneys for Defendant and
Counterclaimant Christopher Morris

21 *Pursuant to Local Rule 5-4.3.4(a)(2), the filing party attests that Defendants'
22 counsel concurs in the content of this Joint Stipulation and has authorized its filing
23 with his electronic signature.

24 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.
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26 Dated: September 9, 2019

/ s /
HON. ALKA SAGAR
United States Magistrate Judge

EXHIBIT A

I, _____, declare that:

1. My address is _____.

2. My present employer is _____ and the address of my present employment is _____.

3. I have read and know the contents of the Stipulated Protective Agreement in the matter of Na'im Mustafa, et al v. Christopher Morris, et al. 2:18-cv-7495-GW-ASx pending before the United States District Court for the Central District of California that the Court entered on _____.

4. I am one of the persons described in the Agreement, and I am executing this Declaration and agreeing to be bound by its terms in order to satisfy the conditions provided in the Agreement prior to the disclosure to me of any confidential or confidential outside counsel only information under the Agreement.

5. I have read and I shall be fully bound by the terms of the aforesaid Agreement.

6. All such documents and information which are disclosed to me pursuant to the Agreement shall be maintained by me in strict confidence and I shall not disclose or use the original or any copy of, or the subject of, such documents and/or information except in accordance with the aforesaid Agreement.

7. I shall not use or refer to any of the aforesaid documents and/or information, or copies thereof, other than in connection with the above-entitled action and as provided in the Agreement.

8. I shall, upon being notified of the termination of the above-entitled action, return all copies of such documents to counsel from whom I receive such documents, and I shall destroy any notes and/or memoranda I have regarding the aforesaid documents and/or information.

1 9. I do and shall subject myself to the continuing jurisdiction of the
2 United States District Court for the Central District of California over my person,
3 wherever I shall be, for the enforcement of the aforesaid Agreement.
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5 I declare under penalty of perjury under the laws of the United States of
6 America that the foregoing is true and correct.
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9 Date: _____
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11 _____
12 [SIGNATURE]
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